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6 UNITED STATES DISTRICT COURT  
7 WESTERN DISTRICT OF WASHINGTON  
8 AT SEATTLE

9 ANTONIO JOHNSON AND OLIVIA  
10 PULOKA,

11 Plaintiffs,

12 v.

13 COLUMBIA DEBT RECOVERY, LLC dba  
14 GENESIS CREDIT MANAGEMENT, LLC,

15 Defendant.  
16

Case No. C20-573RSM

ORDER DENYING MOTION TO  
EXCLUDE EVIDENCE RE: DAMAGES

17 This matter comes before the Court on Defendant Columbia Debt Recovery, LLC dba  
18 Genesis (“Genesis”)’s Motion to Exclude Evidence Regarding Damages. Dkt. #14. Genesis  
19 argues that Plaintiffs Antonio Johnson and Olivia Puloka failed to provide a computation of each  
20 category of damages and disclose documents supporting those damages at the initial disclosure  
21 stage. *Id.* Genesis seeks exclusion at trial of all damages evidence under Rule 37(c) for failure  
22 to disclose.  
23

24 Plaintiffs served the following computation of damages in their initial disclosures:

- 25 a. Statutory damages, as awarded by the Court. Per Plaintiffs’  
26 Complaint:  
27 • \$1,000.00, per Plaintiff, for FDCPA damages, totaling  
28 \$1,000.00 in this case. 15 U.S.C. § 1692(k).

- 1 b. Actual damages, which include but are not limited to emotional  
2 distress damages (including loss of sleep, stress, and financial  
3 anxiety), costs incurred as a result of Defendant's actions, and  
4 diminished creditworthiness/impaired credit, in amounts  
5 determined by the jury.  
6 c. Injury to business or property. RCW 19.86.  
7 d. Treble damages pursuant to RCW 19.86.090.  
8 e. Attorney's fees and costs.  
9 f. Plaintiffs may learn of (or otherwise articulate in a different  
10 manner) other damages as this case progresses.

11 Dkt. #15-1.

12 In Response, Plaintiffs point out that Genesis failed to confer about this Motion before  
13 filing as required by LCR 7(d)(4) and has failed to conduct any discovery in this case whatsoever.  
14 Dkt. #18. Plaintiffs argue they have complied with Rule 26 because they indicated the amount  
15 of statutory damages, \$1,000, and later informed Defendant that they were seeking \$40 in out-  
16 of-pocket expenses available under the WCAA/CPA (trebled to \$120). *Id.* Plaintiffs argue that  
17 emotional distress damages cannot and need not be "calculated" at the initial disclosure stage.  
18 *Id.* at 6 (citing 15 U.S.C. § 1692k; *McCollough v. Johnson, Rodenburg & Lauinger, LLC*, 637  
19 F.3d 939, 957 (9th Cir. 2011); *Weinstein v. Mandarich L. Grp., LLP*, No. C17-1897RSM, 2019  
20 WL 290578, at \*2 (W.D. Wash. Jan. 23, 2019), *aff'd in part, rev'd in part and remanded*, 798 F.  
21 App'x 88 (9th Cir. 2019); *BBC Grp. NV LLC v. Island Life Rest. Grp. LLC*, No. C18-1011 RSM,  
22 2020 WL 758070, at \*5 (W.D. Wash. Feb. 14, 2020) (citing *Merrill v. Waffle House, Inc.*, 227  
F.R.D. 467, 470 (N.D. Tex. 2005)).

23 The Court finds that this Motion in Limine can be denied on procedural grounds for  
24 failure to file the meet and confer certification required under Local Civil Rule 7(d)(4).

25 The Court further finds that Plaintiffs have satisfied the initial disclosure requirements  
26 and that in any event the requested relief is entirely unwarranted and unequitable given Genesis's  
27 timing in raising this issue and failure to conduct discovery.  
28

1 Having reviewed the relevant briefing and the remainder of the record, the Court hereby  
2 finds and ORDERS that Defendant Genesis's Motion to Exclude Evidence Regarding Damages,  
3 Dkt. #14, is DENIED.

4 DATED this 17<sup>th</sup> day of May, 2021.

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8 RICARDO S. MARTINEZ  
9 CHIEF UNITED STATES DISTRICT JUDGE  
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